



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		SC	Dept.	A	Contract Number	
<input type="checkbox"/> Change	MORONGO200			MLH			
<input type="checkbox"/> Cancel							
County Department				Dept.	Orgn.	Contractor's License No.	
Behavioral Health				MLH	MLH		
County Department Contract Representative				Telephone		Total Contract Amount	
Johnnetta Gibson				(909) 387-		\$ 397,120	
Contract Type							
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: _____							
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount		
AAA		07/1/2004	06/30/2005	\$397,120			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
AAA	MLH	MLH	200	2445	10092836	\$397,120	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name				Estimated Payment Total by Fiscal Year			
Mental Health Treatment				FY	Amount	I/D	
Services to CALWORKS				04/05	\$397,120		
Recipients							
Contract Type - 2(b)							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name Morongo Basin Mental Health Services, Inc.

Address P.O. Box 1117

Yucca Valley, CA 92286-93301

Telephone (760) 365-3022

Federal ID No. or Social Security No. _____

hereinafter called Contractor

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH:

WHEREAS, County desires to purchase and Contractor desires to provide certain mental health services; and,

WHEREAS, this agreement is authorized by law,

NOW, THEREFORE, the parties hereto do mutually agree to terms and conditions as follows:

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I Definition of Terminology

- A. Wherever in this document, and attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. Definition of May, Shall and Should. Whenever in this document the words "may," "shall" and "should" have been used, the following definitions apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.

II Contract Supervision

The Director, Department of Behavioral Health (DBH), hereinafter referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this agreement.

III Performance

- A. Contractor shall assess CalWORKS participants to determine their level of mental health needs and appropriate level of treatment as further described in the attached Addendum I.
- B. State Performance Outcome Requirements

Contractor will comply with all State regulations regarding State Performance Outcomes measurement requirements and participate in the outcomes measurement process, as required by the State

- C. DBH Research and Evaluation Activities

The DBH Research and Evaluation Section (R&E) will collect important outcome information from targeted consumer groups and Contractor throughout the term of this agreement. R&E will notify the Contractor when its participation is required. The performance outcome measurement process will not be limited to survey

instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.

D. Cultural Competency

The State Department of Mental Health mandates counties to develop and implement a Cultural Competency Plan for Medi-Cal beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate. Contract agencies will be included in the implementation process and shall adhere to cultural competency requirements.

1. The DBH shall make available technical assistance to Contractor regarding cultural competency requirements.
2. The Contractor will make an effort to gather demographic information on its service area for service planning.
3. The DBH shall make available cultural competency training for DBH and Contractor personnel. Staff will be required to attend one cultural competency training per year at a minimum.
4. The DBH shall make available annual training for personnel used as interpreters in threshold languages.
5. The DBH shall make available technical assistance for Contractor in translating mental health information into the threshold language(s).

- C. If, for any reason, information in Addendum I and conflicts with the basic agreement, then information in the Addendum I shall take precedence.

IV Funding

- A. The maximum financial obligation of the County under this agreement shall not exceed the sum of Three Hundred Ninety Seven Thousand One Hundred Twenty Dollars (\$397,120), which represents the total of the maximum Net County funding allocation to Contractor.

- B. The maximum financial obligation of County is limited by the available State funds for this Agreement. The maximum County allocation to Contractor for all services described in this agreement shall not exceed the sum of Three Hundred Ninety Seven Thousand One Hundred Twenty Dollars (\$397,120).
- C. It is understood between the parties that the Schedule A, attached, is a budgetary guideline.

V Payment

- A. In accordance with State of California audit/reimbursement policies, the County agrees to compensate Contractor for actual costs incurred by Contractor or actual claimed costs incurred by Contractor in performing the services described by this agreement up to the maximum financial obligation, as described in Article IV Funding, and as limited by the State of California.
- B. Such actual costs or actual claimed costs shall be determined by a post contract audit which is described in Article VII Final Settlement: Audit.
- C. Pending a final settlement between the parties based upon the post contract audit, it is agreed that the parties shall make a preliminary cash settlement within seventy-five (75) days of the expiration date of this agreement as described in Article VI Preliminary Settlement: Cost Report.
- D. During the term of this agreement, the County shall make interim payments to Contractor on a monthly basis as follows:
 - 1. Reimbursement for services provided by Contractor will be at the actual cost to Contractor in providing said services.
- E. Contractor shall bill County monthly in arrears for services provided by Contractor on claim forms provided by County. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Each claim shall reflect any and all payments made to Contractor by, or on behalf of, patients. Claims for Reimbursement shall be completed and forwarded to County within ten days after the close of the month in which services were rendered. Within a

reasonable period of time following receipt of a complete and correct monthly claim, County shall make payment in accordance with Article V, Paragraph D., above.

- F. Contractor shall input Charge Data Invoices (CDI's) into the San Bernardino Information Management On-line Network (SIMON) by the fifth (5th) day of the month for the previous month's services.

VI Preliminary Settlement: Cost Report

- A. Not later than seventy-five (75) days after the expiration date or termination of this contract, unless otherwise notified by County, the Contractor shall provide the County Department of Behavioral Health with a complete and correct annual standard State of California Cost Report and a complete and correct State of California Cost Report for Medi-Cal services, when appropriate, except as noted in Article VI, Paragraph B., below.
- B. These cost reports shall be the basis upon which a preliminary settlement will be made between the parties to this agreement. In the event of termination of this contract by Contractor pursuant to Article IX Duration and Termination, Paragraph C., the preliminary settlement will be based upon the actual minutes of time which were provided by Contractor pursuant to this contract. The preliminary settlement shall not exceed Nineteen Thousand Four Hundred Ninety Three Dollars (\$19,493) multiplied by the actual number of months or portion thereof during which this contract was in effect.
- C. Notwithstanding Article VII Final Settlement: Audit, Paragraph E., County shall have the option:
 - 1. To withhold payment, or any portion thereof, pending outcome of a termination audit to be conducted by County;
 - 2. To withhold any sums due Contractor as a result of a preliminary cost settlement, pending outcome of a termination audit or similar determination regarding Contractor's indebtedness to County and to offset such withholdings as to any indebtedness to County.
- D. The cost of services rendered shall be adjusted to the lowest of the following:

1. Actual costs;
 2. Maximum contract amount.
- E. In the event the Contractor fails to complete the cost report(s) when due, the County may, at its option, withhold any monetary settlements due the Contractor until the cost report(s) is(are) complete.
- F. Only the Director or designee may make exception to the requirement set forth in this Article VI, Paragraph A., above, by providing the Contractor written notice of the extension of the due date.
- G. If the Contractor does not submit the required cost report(s) when due and therefore no costs have been reported, the County may, at its option, request full payment of all funds paid Contractor under Article V Payment of this agreement. Contractor shall reimburse the full amount of all payments made by County to Contractor within a period of time to be determined by the Director.
- H. No claims for reimbursement will be accepted by the County after the cost report is submitted.

VII Final Settlement: Audit

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least five years, or until audit findings are resolved, whichever is later. This is not to be construed to relieve Contractor of the obligations concerning retention of medical records as set forth in Article XVIII Medical Records, Paragraphs A. and B.
- B. Contractor agrees to furnish duly authorized representatives from County and State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Said County or State representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. Contractor will retain said statement for its records.

- C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by County to Contractor pursuant hereto are not reimbursable in accordance with this agreement, said payments will be repaid by Contractor to County. In the event such payment is not made on demand, County may withhold monthly payment on Contractor's claims until such disallowance's are paid by Contractor and/or County may terminate and/or indefinitely suspend this agreement immediately upon serving written notice to the Contractor.
- D. The eligibility determination and the fees charged to, and collected from, patients whose treatment is provided for hereunder may be audited periodically by County and the State Department of Mental Health.
- E. If a post contract audit finds that funds reimbursed to Contractor under this agreement were in excess of actual costs or in excess of claimed costs (depending upon State of California reimbursement/audit policies) of furnishing the services, or in excess of the State of California Schedule of Maximum Allowances, the difference shall be reimbursed on demand by Contractor to County using one of the following methods, which shall be at the election of the County:
 - 1. Payment of total.
 - 2. Payment on a monthly schedule of reimbursement.
 - 3. Credit on future claims.
- F. If there is a conflict between a State of California audit of this agreement and a County audit of this agreement, the State audit shall take precedence.

VIII Single Audit Requirement

- A. Pursuant to OMB Circular A-133, Contractors expending \$500,000 or more in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:
 - 1. The audit shall be performed in accordance with OMB Circular A-133 (revised March 2004), Audits of States, Local Governments, and Non-Profit Organizations.

2. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.
3. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.
4. The cost of the audit made in accordance with OMB Circular A-133 can be charged to applicable Federal funds. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.
5. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
7. The Contractor is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

IX Duration and Termination

- A. The term of this agreement shall be July 1, 2004 through June 30, 2005, inclusive.
- B. This agreement may be terminated immediately by the Director at any time if:
 1. The appropriate office of the State of California indicates that this agreement is not subject to reimbursement under law; or
 2. There are insufficient funds available to County; or

3. The Contractor is found not to be in compliance with any or all of the terms of the following Articles of this agreement: XI Personnel, XII Licensing and Certification, or XXI Indemnification and Insurance.
- C. Either the Contractor or Director may terminate this agreement at any time for any reason or no reason by serving 30 days' written notice upon the other party.
- D. This agreement may be terminated at any time without 30 days' notice by the mutual written concurrence of both the Contractor and the Director.

X Accountability - Revenue

- A. Total revenue collected pursuant to this agreement from fees collected for services rendered and/or claims for reimbursement from the County cannot exceed the cost of services delivered by the Contractor. In no event shall the amount reimbursed exceed the cost of delivering services.
- B. Charges for services to either patients or other responsible persons shall be at estimated actual costs.
- C. If this agreement is terminated, all revenue received from any source during the operative period of this agreement must be reported to the County until the Contractor has submitted its cost report in accordance with Article VI Preliminary Settlement: Cost Report.

XI Personnel

- A. Contractor shall operate continuously throughout the term of this agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations for the mode(s) of service described in this agreement. Contractor shall also satisfy any other staffing requirements necessary to participate in the Short-Doyle/Medi-Cal program, if so funded.
- B. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years

and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

XII Licensing and Certification

Contractor shall operate continuously throughout the term of this agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder.

XIII Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
 - 1. State Department of Mental Health Information Notices, and;
 - 2. County Department of Behavioral Health Standard Practice Manual (SPM). Both the State Department of Mental Health Information Notices and County SPM are included as a part of this contract by reference.
- B. If a dispute arises between the parties to this agreement concerning the interpretation of any State Department of Mental Health Information Notice or County SPM, the parties agree to meet with the Director to attempt to resolve the dispute.
- C. State Department of Mental Health Information Notices shall take precedence in the event of conflict with the terms and conditions of this agreement.

XIV Laws and Regulations

- A. Contractor agrees to comply with all applicable provisions of:

1. California Code of Regulations, Title 9
 2. California Code of Regulations, Title 22
 3. Welfare and Institutions Code, Division 5
 4. Policies as identified in State policy letters and the Cost Reporting/Data Collection (CR/DC) Manual, latest edition..
- B. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Attachment I.
- C. Program Integrity Requirements:
1. General Requirement. Pursuant to Title 42 C.F.R. Section 438.608, Contractor must have administrative and management arrangements or procedures, including a mandatory compliance plan, that are designed to guard against fraud and abuse.
 2. Specific requirements. The arrangements or procedures must include the following:
 - a. Written policies, procedures, and standards of conduct that articulate the Contractor's commitment to comply with all applicable Federal and State Standards.
 - b. The designation of a compliance officer and a compliance committee that are accountable to senior management.

- c. Effective training and education for the compliance officer and the Contactor's employees.
- d. Effective lines of communication between the compliance officer and the Contractor's employees.
- e. Enforcement of standards through well-publicized disciplinary guidelines.
- f. Provision for internal monitoring and auditing.
- g. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to this contract.

XV Patients' Rights

Contractor shall take all appropriate steps to fully protect patients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq.

XVI Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Welfare and Institutions Code Sections 5328 et seq. and 10850 et seq.

XVII Admission Policies

- A. Contractor shall develop patient/client admission policies which are in writing and available to the public.
- B. Contractor's admission policies shall adhere to policies that are compatible with Department of Behavioral Health service priorities, and Contractor shall admit clients according to procedures and time frames established by DBH.
- C. If Contractor is found not to be in compliance with the terms of this Article XVII Admission Policies, this agreement may be subject to termination.

XVIII Medical Records

- A. Contractor agrees to maintain and retain medical records according to the following:

The minimum legal requirement for the retention of medical records is:

1. For adults and emancipated minors, seven years following discharge (last date of service);
2. For unemancipated minors, at least one year after they have attained the age of 18, but in no event less than seven years following discharge (last date of service).

- B. Contractor shall ensure that all patient/client records comply with any additional applicable State and Federal requirements.

XIX Quality Assurance/Utilization Review

When quality of care issues are found to exist by DBH, Contractor shall submit a Plan of Correction for approval by the DBH Compliance Unit.

XX Independent Contractor Status

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the County. All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this contract shall be provided by Contractor.

XXI Indemnification and Insurance

- A. Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts,

errors or omissions and for any costs or expenses incurred by the County on account of claim therefore, except where such indemnification is prohibited by law.

- B. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

1. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
3. Errors and Omission Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
4. Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

- C. Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- D. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- E. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- F. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- G. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

XXII Nondiscrimination

- A. General. Contractor agrees to serve all patients without regard to race, color, sex, religion, sexual preference, marital status, national origins or ancestry pursuant to the Civil Rights Act of 1964, as amended (42 USCA, Section 2000 D), and Executive Order No. 11246, September 24, 1965, as amended.
- B. Handicapped. Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.
- C. Employment and Civil Rights. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
 - 1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
 - 2. The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation

or disability. Information on the above rules and regulations may be obtained from County DBH Contracts Unit.

XXIII Assignment

- A. This agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
- B. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and binding upon, the successors and assigns of the parties hereto.

XXIV Conclusion

- A. This agreement consisting of nineteen (19) pages, Schedule A, Addendum I, Attachment I and Attachment II, inclusive is the full and complete document describing the services to be rendered by Contractor to County, including all covenants, conditions and benefits.
- B. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the Clerk thereof, and Contractor has caused this agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form

► _____
County Counsel

Date _____

Reviewed by Contract Compliance

► _____

Date _____

Presented to BOS for Signature

► _____
Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

SCHEDULE A

SCHEDULE A

Page 1 of 2

Prepared by: Wayne Jones

Title: Controller (Contract)

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
ACTUAL COST
SCHEDULE "A" PLANNING ESTIMATES
FY 2004 - 2005**

Contractor Name: Morongo Basin Mental Health Services A

Address: P.O. Box 1117

Yucca Valley, Ca. 92286

Date Form Completed: 4/29/2004

		PROVIDER NUMBER	3622						
LINE		MODE OF SERVICE	CalWorks						TOTAL
#		SERVICE FUNCTION							
EXPENSES									
1		SALARIES	219,359.00						219,359.00
2		BENEFITS	72,945.00						72,945.00
3		OPERATING EXPENSES	104,816.00						104,816.00
4		TOTAL EXPENSES (1+2+3)	397,120.00						397,120.00
AGENCY REVENUES									
5		PATIENT FEES	0.00						0.00
6		PATIENT INSURANCE	0.00						0.00
7		MEDI-CARE	0.00						0.00
8		GRANTS/OTHER	0.00						0.00
9		TOTAL AGENCY REVENUES (5+6+7+8)	0.00						0.00
10		CONTRACT AMOUNT (4-9)	397,120.00						397,120.00
FUNDING									
11		MEDI-CAL 100.00%	0.00						0.00
12		MEDI-CAL - COUNTY SHARE 47.05%	0.00						0.00
13		MEDI-CAL - FEDERAL SHARE 52.95%	0.00						0.00
14		MEDI-CAL EPSDT 100.00%	0.00						0.00
15		MEDI-CAL EPSDT - COUNTY SHARE 4.70%	0.00						0.00
16		MEDI-CAL EPSDT - FEDERAL SHARE 52.95%	0.00						0.00
17		MEDI-CAL EPSDT - SGF SHARE 42.35%	0.00						0.00
18		HEALTHY FAMILIES 100.00%	0.00						0.00
19		HEALTHY FAMILIES - COUNTY SHARE 35.00%	0.00						0.00
20		HEALTHY FAMILIES - FEDERAL SHARE 65.00%	0.00						0.00
21		FUNDING SUBTOTAL (11+14+18)	0.00						0.00
22		NET COUNTY FUNDS (10-21)	397,120.00						397,120.00
23		COUNTY/SGF ALLOCATION(12+15+17+19+22)	397,120.00						397,120.00
24		FEDERAL ALLOCATION (13+16+20)	0.00						0.00
25		TOTAL FUNDING (23+24)	397,120.00						397,120.00
26		UNITS OF TIME	273,000						273,000
27		COST PER UNIT OF TIME (4 / 26)	\$ 1.45						
28		UNITS OF SERVICE	4,550						4,550

APPROVED:

_____ PROVIDER AUTHORIZED SIGNATURE	_____ DATE	_____ CONTRACTS MANAGEMENT	_____ DATE	_____ DBH PROGRAM MANAGER	_____ DATE
----------------------------------------	---------------	-------------------------------	---------------	------------------------------	---------------

**SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE "A" STAFFING DETAIL
FY 2004 - 2005**

Schedule A
Page 2 of 2

Staffing Detail - Personnel (Includes Personal Services Contracts for Professional Services)

48880

CONTRACTOR:

Name	Degree/ License	Position Title	Full Time Annual Salary	Full Time Fringe Benefits	Total Full Time Salaries & Benefits	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Units of Contract Services
Rushbrook, Sarah	Ph.D	Clinical Director	70,560	19,618	90,178	20%	18,036	
Allen, Phil	MA/LMFT	Clinical Supervisor	51,360	15,586	66,946	10%	6,695	
Schreck, Elaine	MA/LMFT	Therapist	48,880	15,065	63,945	100%	63,945	60,000
Walton, Julie	MFT/Intern	Therapist	29,484	10,992	40,476	50%	20,238	33,000
Billings, Roy	MFT/Intern	Therapist	29,484	10,992	40,476	100%	40,476	60,000
Green, LaTanya	AA	Case Manager	24,024	9,845	33,869	100%	33,869	60,000
Adams, Lynn	AA	Case Manager	27,360	10,546	37,906	100%	37,906	60,000
Rodriguez, Debra		Office Manager	36,960	12,562	49,522	20%	9,904	
Buckner, Carolyn		Receptionist	22,320	9,487	31,807	20%	6,361	
Donlon, Lilly		Simon Entry	24,000	9,840	33,840	20%	6,768	
Hill, Richelle		Records Clerk	19,320	8,857	28,177	20%	5,635	
Allocated Administration/Finance		Various					42,471	
					Total Program	5.60	TOTAL COST: \$292,304	273,000

Detail of Fringe Benefits: Employer FICA/Medicare, Workers Compensation,
Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

APPROVED:

PROVIDER AUTHORIZED SIGNATURE DATE CONTRACTS MANAGEMENT DATE DBH PROGRAM MANAGER DATE

**MENTAL HEALTH TREATMENT SERVICES
TO CALWORKS RECIPIENTS**

PROVIDED BY MORONGO BASIN MENTAL HEALTH SERVICES, INC.

FOR FY 2004-2005

SECTION I - DEFINITIONS

101. Assessment - An evaluation of work history, inventory of employment skills, knowledge and abilities; education history, present educational competency level, need for supportive services, employability given current skills and local labor market conditions; physical limitations, or mental conditions that limit the ability to work or participate. A primary tool for developing the Welfare-to-Work Plan.
102. Barriers - Temporary or long-term personal or other problems/issues that interfere with participation, employment, or job search.
103. CalWORKs - The acronym for California Work Opportunity and Responsibility to Kids implemented through Assembly Bill 1542. (In San Bernardino County, this refers also to the welfare-to-work program formerly known as the Greater Avenues for Independence Program.)
104. DBH - Department of Behavioral Health.
105. Hours of Participation - The number of hours per week required by law that a participant must spend in CalWORKs activities.
106. TAD – Transitional Assistance Department.
107. Mental Health Assessment - An evaluation to identify the level of an individual's mental health needs or conditions that limit ability to work and the appropriate level of treatment and/or rehabilitation for that individual. It may include a clinical analysis of the history and current status of the individual's mental, emotional or behavioral disorder. Relevant cultural issues may be included where appropriate.
108. Mental Health Treatment Services - Services may include an evaluation of community functioning, short-term psychotherapy, crisis intervention, psychosocial rehabilitation, psychoeducation interventions, job retention services, mental health case management and/or collaboration with the CalWORKs case manager to ensure that the Welfare-to-Work Plan allows for appropriate accommodations, activities and services for the participant.

- 109. Personal Responsibility Agreement - Written expectations signed by the applicant/recipient that state adults will work, parents will support their children, children will attend school and will be immunized, and parents will maintain a drug-free home.
- 110. Recipient - A person who is receiving CalWORKs aid payments.
- 111. Release Form - A written authorization signed by the participant waiving the right to confidentiality and authorizing the County or its agent to release to or obtain from other individuals or agencies specific information necessary for the administration of the CalWORKs program and/or participant's case.
- 112. Unsubsidized Employment - Direct employment without a subsidy.
- 113. Welfare-to-Work Plan - A plan developed with the participant based on assessment. The plan includes specific activity assignments, the hours of participation and services required that will move the participant into sustained employment. Approved work activities include: subsidized or unsubsidized employment, on-the-job training, job search and job readiness assistance, community service, work experience, vocational training, child care services for individuals who are participating in community service, mental health, substance abuse and domestic violence services, and educational and job skills training directly related to employment.
- 114. Work Activities - Allowable CalWORKs AB 1542.

**SECTION II - DEFINITION OF RECOVERY, WELLNESS, AND DISCOVERY AND
REHABILITATIVE MENTAL HEALTH SERVICES**

- 201. Mental Health Recovery, Wellness, and Discovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.

It is believed that all clients can recover, even if that recovery is not complete. The Recovery, Wellness, and Discovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external "stigma," improving self-esteem, encouraging client self-management of his/her life

including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

SECTION III - MORONGO BASIN MENTAL HEALTH RESPONSIBILITIES

- 301. Accept CalWORKs referral for mental health evaluation of CalWORKs participants.
- 302. Assess CalWORKs participants to determine if mental health barriers exist. If no mental health barriers exist, refer back to the CalWORKs Program.
- 303. Determine the level of mental health needs and the appropriate level of treatment and rehabilitation for participants who have mental health barriers.
- 304. Complete the "Disposition of this Referral" section of the CalWORKs Mental Health referral form and return to the referring CalWORKs office.
- 305. Provide an array of mental health services designed to provide time-limited assistance to those referred because of identified barriers to employment resulting from mental illness.
- 306. Provide necessary counseling to overcome mental health barriers to obtaining and retaining employment, in coordination with the participant's Welfare-to-Work Plan.
- 307. Provide assessment and other related mental health services at CalWORKs-provided space in the Morongo Basin desert area. CalWORKs staff will be co-located with TAD staff when space becomes available.

SECTION IV– MORONGO BASIN TRAINING AND CONSULTATION RESPONSIBILITIES

- 401. Morongo Basin will design and conduct staff training for working with the subject population, including ways of sharing successful strategies and technologies as identified by Morongo Basin and TAD staff.
- 402. Morongo Basin will regularly meet about, consult on and coordinate participants' mental health needs and services for development of the Welfare-to Work Plan by Employment Specialists with TAD.

SECTION V - EQUIPMENT

- 501. No furniture or equipment may be purchased with contract funds without advance approval of DBH.

SECTION VI - FISCAL PROVISIONS

- 601. Morongo Basin will provide the existing system of care treatment resources to those cases identified through this program with TAD based on medical necessity treatment criteria. CalWORKs funds will not be used to replace ongoing DBH funding.

Administrative overhead charged to CalWORKs will be a maximum of 15% of total cost or may not be reimbursed.

602. Morongo Basin will utilize CalWORKs funding provided under the terms of this addendum to develop new programs to evaluate and address mental health barriers to employment of TAD participants as they transition from welfare to work. TAD cases that require long term treatment referred by MOU-funded CalWORKs staff to DBH contract agencies or clinics shall be generally charged to an existing DBH funding source.
603. Notwithstanding Article VI Preliminary Settlement: Cost Report and Article VII Final Settlement: Audit of this agreement, reimbursement may be reduced or withheld in the event that Morongo Basin fails to comply with the provisions of this Addendum I or does not perform in accordance with the terms of this agreement.
604. This agreement is subject to any additional restrictions or conditions enacted by congressional or legislative process that may affect the provisions, terms, or funding of this addendum in any manner.
605. Morongo Basin shall submit a claim for reimbursement. Claims shall be submitted as set forth in Article V Payment, Paragraph E. of this agreement.

SECTION VII - PROGRAM REPORTS

In addition to COST REPORTS acquired under this agreement, Morongo Basin will provide the Desert/Mountain Region Program Manager with a program report for each CalWORKs participant served during the period. The report will include time spent in treatment, type of services delivered, participant's progress and status, treatment interventions completed, and, if known, whether employment was obtained and retained. Morongo Basin agrees to provide other reports as required by DBH.

SECTION VIII - GENERAL TERMS AND CONDITIONS

801. MONITORING

DBH shall have the right to monitor work performed hereunder which relates to CalWORKs participants. Cooperation shall be provided by Morongo Basin Mental Health in any monitoring conducted by DBH, TAD, or any other County, State or Federal agency.

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

I. Obligations and Activities of Business Associate.

- A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards to:
 - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the

same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- I. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- J. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with provision (I), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- K. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

II. Specific Use and Disclosure Provisions.

- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

- A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- E. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

INFORMATION SHEET *(one Information Sheet per Clinic)*

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS UNIT.

SECTION I: CONTRACTOR INFORMATION			
Contractor Name:			
Address <i>(including City, State and Zip Code)</i> :			Phone:
Web Site:	Email:	Fax:	
Clinic Site Name <i>(If Different from Contractor)</i> :			
Address <i>(including City, State and Zip Code)</i> :			Phone:
Web Site:	Email:	Fax:	
Clinic Contact:		Title:	
Contract Signature Authority:			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:
Claim Signature Authority:			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:
SECTION II: DBH INFORMATION			
Contract Mailing Address:		Contracts Unit:	
San Bernardino County Department of Behavioral Health Contracts Unit 700 E. Gilbert Street, Bldg #3 San Bernardino, CA 92415-0920		Myron Hilliard, Accounting Tech 909-387-7592 E-Mail: mhilliard@dbh.sbcounty.gov Johnnetta Gibson, Staff Analyst I 909-387-7747 E-Mail: jgibson@dbh.sbcounty.gov Patty Glas, Admin Supervisor II 909-387-7170 E-Mail: pglas@dbh.sbcounty.gov Unit Fax #: 909-387-7593	

DBH Program Contacts:

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